

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.03-166
ANNUAL REQUIREMENTS FOR
AUDIT SERVICES FOR
LINCOLN WATER AND WASTEWATER SYSTEMS

DATE: December 24, 2003

CONTRACT PERIOD: Fiscal years ending August 31,
Years 2003, 2004, 2005 & 2006

CONTRACTOR: BKD, LLP
1221 "N" Street, Suite 600
Lincoln, NE 68508-2030

PURCHASING DIVISION
K-STREET COMPLEX
440 SOUTH 8TH STREET
LINCOLN, NEBRASKA 68508
(402) 441-7410

Company Representative: Roger J. Watton
Telephone No.: 402/473-7600
FAX No.: 402/473-7698
E-Mail Address:

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

AS PER RESOLUTION NO. A-82239 APPROVED ON JULY 31, 2003

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.



A82239

03R-194

Introduce: 7-21-03

RESOLUTION NO. A- 82239

1 WHEREAS, the City Council is required by Article IV, Section 8 of the Charter of the City
2 of Lincoln to contract with certified public accountants to make independent audits of all City
3 funds and accounts in accordance with accepted auditing practices as of the end of the fiscal
4 year; and

5 WHEREAS, BKD, L.L.P., Certified Public Accountants, is willing to provide such an audit
6 of the Lincoln Water and Wastewater Systems for Fiscal Years ending August 31, 2003, 2004,
7 2005, and 2006.

8 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln,
9 Nebraska:

10 That the attached agreement between BKD, L.L.P., Certified Public Accountants, and the
11 City of Lincoln, Nebraska, which provides for an audit of the Lincoln Water and Wastewater
12 Systems for the Fiscal Years ending August 31, 2003, 2004, 2005 and 2006, upon the terms and
13 conditions contained therein is hereby accepted and approved.

14 BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign said
15 agreement and amendment on behalf of the City.

Introduced by

AYES: Camp Cook, Friendt,
McRoy, Newman, Svoboda,
Werner; NAYS: None.

Approved as to Form & Legality:

City Attorney

Approved:

Director of Public Works & UtilitiesApproved this 31st day of July, 2003:

ADOPTED

JUL 28 2003

BY CITY COUNCIL

CITY OF LINCOLN

Request for: ☐ Ordinance
☒ Resolution

(Do Not Write in this Space)

Bill Control No. 03R-194 Date: 7/11

Docketing Date 7/21 PH: 7-28-03

(To Be Entered by City Clerk) 1:30

DATE July 11, 2003	REQUEST MADE BY Allan Abbott	DEPARTMENT Public Works/Utilities
DESIRED DOCKET DATE: 7-21; PH 7-28-03	IF EMERGENCY, GIVE REASON (See Art. 6, Sec. 2 of Charter)	
Emergency Measure Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

REASONS OR JUSTIFICATION FOR PROPOSED LEGISLATION

Resolution to provide audit services to the Lincoln Water and Wastewater Systems for the Fiscal Years ending August 31, 2003, 2004, 2005, and 2006.

Resolution
being completed
by Margaret

FILED
CITY CLERK'S OFFICE
03 JUL 11 AM 9 33
CITY OF LINCOLN
NEBRASKA

REQUESTOR <input type="checkbox"/> DOES <input checked="" type="checkbox"/> DOES NOT	WISH TO REVIEW AND APPROVE THIS ORDINANCE PRIOR TO ITS INTRODUCTION	<u>Allan Abbott</u> DIRECTOR'S SIGNATURE	<u>7-11-03</u> DATE
TO BE USED BY THE FINANCE DEPARTMENT			
BUDGET REVIEW	DATE:	ACCOUNT NUMBER AND APPROPRIATE BALANCES	DATE:
		FUND AVAILABILITY APPROVED	DATE:
		DIRECTOR OF FINANCE SIGNATURE	
DISTRIBUTION Return two (2) copies to City Clerk for Docket Number			

City Council Introduction: July 21, 2003

Bill Number 03 R-194

Public Hearing: July 28, 2003

FACT SHEET

TITLE: Audit Resolution

SPONSOR: Public Works & Utilities

OTHER DEPARTMENTS AFFECTED:
Lincoln Water and Wastewater Systems

OPPONENTS: Unknown

APPLICANT: Public Works & Utilities

STAFF RECOMMENDATION: For

REASON FOR LEGISLATION: To provide audit services to the Lincoln Water and Wastewater Systems.

DISCUSSION

To provide audit services to the Lincoln Water and Wastewater Systems for Fiscal Years ending August 31, 2003, 2004, 2005, and 2006.

POLICY OR PROGRAM CHANGE: No

COST OF TOTAL PROJECT:

SOURCE OF FUNDS:

CITY:

NON CITY:

BENEFIT COST:

FACT SHEET PREPARED BY: Margaret Renner Public Works/Utilities Business Manager

REVIEWED BY: Allen L. Abbott (m) Director of Public Works/Utilities



1221 N Street, Suite 600
Lincoln, NE 68508-2030
402 473-7600 Fax 402 473-7698

1120 South 101st Street, Suite 410
Omaha, NE 68124-1088
402 392-1040 Fax 402 392-1772

bkd.com

July 18, 2003

Margaret Remmenga
Public Works/Utilities Business Manager
City of Lincoln Water and Wastewater Utilities
555 South 10th Street
Lincoln, Nebraska 68508

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to The City of Lincoln Water and Wastewater Utilities.

ENGAGEMENT OBJECTIVES

We will audit the general purpose financial statements of The City of Lincoln Water and Wastewater Utilities as of and for the year ended August 31, 2003 in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States.

The objectives of our audit are:

- ✓ Expression of an opinion on the conformity of your financial statements, in all material respects, with accounting principles generally accepted in the United States of America.
- ✓ Issuance of a report on your compliance based on the audit of your financial statements.
- ✓ Issuance of a report on your internal control over financial reporting based on the audit of your financial statements.
- ✓ As part of our audit of The City of Lincoln we will express an opinion on your compliance, in all material respects, with the types of compliance requirements described in the *U. S. Office of Management and Budget Circular A-133 Compliance Supplement* that are applicable to your major federal award programs.

OUR RESPONSIBILITIES

Auditing standards generally accepted in the United States of America and *Government Auditing Standards* require that we plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by error or fraud. Accordingly, a material misstatement may remain undetected. Our audit is designed to detect misstatements that, in our judgment, could have a material effect on the financial statements taken as a whole. Consequently, our audit will not necessarily detect errors or fraud resulting in an immaterial misstatement of the financial statements.

An audit also includes obtaining an understanding of internal control sufficient to plan the audit and to determine the nature, timing and extent of audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will communicate to you any matter that comes to our attention that we consider a reportable condition. Because of the limits in any internal control structure, errors, fraud, illegal acts or instances of noncompliance may occur and not be detected. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

If, for any reason, we are unable to complete our audit or are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of this engagement. If we discover conditions that may prohibit us from issuing a standard report, we will notify you as well. In such circumstances, further arrangements may be necessary to continue our engagement.

YOUR RESPONSIBILITIES

To facilitate our audit, management is responsible for making all financial records documentation and other financial and compliance related information available to us. At the conclusion of our engagement, management will provide to us a letter acknowledging certain responsibilities outlined in this engagement letter and confirming:

- The availability of this information
- Certain representations made during the audits for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Management is responsible for fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, for adjusting the financial statements to correct material misstatements and for identifying and ensuring compliance with the laws, regulations, contracts and grants applicable to your activities. Management is also responsible for establishing and maintaining effective internal control over financial reporting and compliance, which is the best means of preventing and detecting errors, fraud, illegal acts, and instances of noncompliance.

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures or other engagements that satisfy relevant legal, regulatory or contractual requirements or fully meet other reasonable user needs.

OTHER SERVICES

In addition to the services outlined in the engagement objectives we will also:

- Review bond offering documents, and the inclusion of our financial statements, as referenced in the "OTHER ENGAGEMENT MATTERS AND LIMITATIONS" section, paragraph six of this agreement, for a fee of \$3,000 per offering document.

ENGAGEMENT FEES

Our agreement is designed to meet the scope of work as outlined in the request for proposals specification NO. 03-166. the fee for our services will be based on our 2003 proposal. Professional fees will be as follows:

2003	2004	2005	2006
<u>\$ 24,500</u>	<u>\$ 25,300</u>	<u>\$ 25,750</u>	<u>\$ 26,500</u>

We will issue progress billings during the course of our engagement and our statements are due when received. Our fees are based upon the understanding that your personnel will be available to assist us. Assistance from your personnel is expected to include:

- preparing audit schedules to support all significant balance sheet and certain other accounts,
- responding to auditor inquiries,
- preparing confirmation and other letters,
- pulling selected invoices and other documents from files as staff time allows, and
- helping to resolve any differences or exceptions noted.

We will provide you with a detailed list of assistance needed before the audit begins.

Our timely completion of the audit depends on your timely and accurate schedule and analyses preparation and on the availability of your personnel to provide other assistance. If there are inaccuracies or delays in preparing this material, or if we experience other assistance difficulties that add a significant amount of time to our work, our fees will increase. If these circumstances occur, we will promptly notify you to discuss alternative solutions and the impact on our fees.

Our engagement fee does not include any time for post-engagement consultation with your personnel or third parties, consent letters and related procedures for the use of our reports in offering documents, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

Our invoices are due within 30 days. If our invoices for this or any other engagement you may have with BKD are not paid when due, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

OTHER ENGAGEMENT MATTERS AND LIMITATIONS

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD. We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree to indemnify and hold harmless BKD and its personnel from any claims, liabilities, costs, and expenses relating to our services under this agreement attributable to false or incomplete representations by management, except to the extent determined to have resulted from the intentional or deliberate misconduct of BKD personnel.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

If you intend to include these financial statements and our report in an offering document at some future date, you agree to seek our permission to do so at that time. You agree to provide reasonable notice to allow sufficient time for us to perform certain additional procedures. Any time you intend to publish or otherwise reproduce these financial statements and our report and make reference to our firm name in any manner in connection therewith, you agree to provide us with printers' proofs or masters for our review and approval before printing or other reproduction. You will also provide us with a copy of the final reproduced material for our approval before it is distributed.

You agree to notify us if you desire to place these financial statements or our report thereon on an electronic site, such as the World Wide Web. You recognize that we have no responsibility as auditors to review information contained in electronic sites.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us.

BKD, LLP

RJW/NRH/amw

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

CITY OF LINCOLN WASTE AND WASTEWATER UTILITIES

BY *Celeste J. Seery Mayor*
(Name & Title)

DATE *July 31, 2003*

BKD, LLP

BY *Roger J. Walton, Partner*
(Name & Title)

DATE *7-21-03*